

MOTION NO. 5013

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A MOTION authorizing the King County Executive to enter into an agreement with the participating incorporated municipal jurisdictions within King County for the purpose of planning the distribution of certain Block Grant Funds and execution under the Housing and Community Development Act of 1974, Amended.

WHEREAS, the Federal Government through adoption and administration of the Housing and Community Development Act of 1974, as amended, hereafter referred to as "the Act", will make funds available to the County of King for expenditure during the 1981-83 funding years; and

WHEREAS, the area encompassed by King County, exclusive of Seattle and Bellevue, has been designated by the U.S. Department of Housing and Urban Development, hereafter referred to as "HUD", as an urban county; and

WHEREAS, the Act allows Joint participation of units of general purpose Government within an urban county, and a distribution of some or all of these funds to such Governmental units; and

WHEREAS, the King County Council by Motion 1808 has established a Joint Policy Committee, hereinafter referred to as the "Committee", described in in Section III of this Agreement and a method for allocating funds described in Section II of this Agreement; and

WHEREAS, a majority of Block Grant funds available to our urban county are based on the population characteristic; and

WHEREAS, the Block Grant Regulations and King County Council Motion No. 1808 require the acceptance of both the Housing Assistance and Three Year Plan for Community Development by participating jurisdictions; and

WHEREAS, these plans must be realistic and a process must be established to settle any disagreements between the County and participating jurisdictions; and

WHEREAS, King County will undertake Block Grant funded activities in participating incorporated jurisdictions as specified in the Three Year Plan by granting funds to those jurisdictions for their execution, and by undertaking such activities directly as are authorized by amendment to this Agreement; and

WHEREAS, King County as the applicant is responsible to the Federal

1 Government for all activities undertaken with Block Grant funds; and

2 WHEREAS, the Housing Assistance and Three Year Plans must be revised  
3 annually by King County and participating jurisdictions and submitted to  
4 HUD as part of an annual application; and

5 WHEREAS, the purpose of this Cooperation Agreement, which is entered  
6 into pursuant to and in accordance with the State Interlocal Cooperation  
7 Act, RCW Chap. 39.34, is to form an urban county arrangement for planning  
8 distribution of Community Development Block Grant funds and for execution of  
9 projects in accordance with and under authority of the Housing and Community  
10 Development Act of 1974, as amended.

11 NOW THEREFORE, BE IT MOVED by the Council of King County:

12 The King County Executive is authorized to enter into an Agreement with  
13 the participating incorporated municipal jurisdictions within King County  
14 for the purpose of planning, the distribution of certain Block Grant Funds  
15 and execution under the Housing and Community Development Act of 1974, Amended.

16 PASSED this 2nd day of September, 1980.

18 KING COUNTY COUNCIL  
19 KING COUNTY, WASHINGTON

20 Bill Reams  
21 Chairman

22 ATTEST:

23 Gerald A. Peterson  
24 Acting Clerk of the Council  
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1 Year Plan for Community Development. These funds are part  
2 of the Needs Funds described in (~~II-(D)(2)-and~~) II (E)(2)  
3 and II(F)(2) below.

4 ((B)) C. The monies remaining after II (A) and II (B) above  
5 shall be divided into two funds, one designated for the county  
6 and the second for the incorporated areas, according to the  
7 monies brought to the fund based on population, poverty (counted  
8 twice), and overcrowding, provided that consideration be given  
9 in subsequent years to the advantage of pooling all monies into  
10 a single fund.

11 ((C)) D. In determining the portions of monies attributable to  
12 population and need characteristics under (~~II-(D)-and~~)  
13 II (E) and II (F) below, a minimum of fifty percent (50%) of  
14 all monies remaining after II (A) shall be assigned (~~to the~~  
15 ~~two-funds~~) based on need (termed Needs monies).

16 ((D)) E. The County funds shall be allocated as follows:

- 17 1. That portion of the monies brought to the fund based on  
18 population shall be allocated to the unincorporated area,  
19 and
- 20 2. That portion of the monies brought to the fund based on  
21 need characteristics shall be allocated according to  
22 need without regard to boundaries of participating  
23 jurisdictions.

24 ((E)) F. The funds for the incorporated jurisdictions shall be  
25 as follows:

- 26 1. That portion of the monies brought to the fund based  
27 on a jurisdiction's population shall be allocated back  
28 to the jurisdiction, and
- 29 2. That portion of the monies brought to the fund based  
30 on need characteristics shall be allocated according  
31 to need in the incorporated areas.

1           ~~((F-))~~ G. The receipt of funds provided for in (~~II-(D)-(1)-and~~)  
2           II(E)(1) and II (F) (1) (i.e., population monies) is contingent  
3           upon review of projects by the Committee, as provided in  
4           IV (B)(4).

5           ~~((G-))~~ H. Receipt of funds provided for in (~~II-(D)-(2))~~)  
6           II (E)(2) and II (F)(2) (i.e., needs monies) is contingent  
7           upon review and prioritizing of projects by the Committee  
8           and approval by the King County Council as provided in  
9           Section IV (B)(5). Review and prioritization will be  
10          based upon the Three Year Plan for Community Development.

11          ~~((H-))~~ I. If a project application is determined by a reviewing  
12          authority to be ineligible under the Act or Regulations,  
13          then the monies which would have been assigned to that  
14          project will remain in the original fund to which they were  
15          allocated. These monies will be made available for sub-  
16          sequent, valid project applications. If the monies assigned  
17          to a project exceed the actual cost, then the excess will  
18          be reallocated to the fund of origin for similar redistribution.

19          III. USE OF FUNDS: GENERAL PROVISIONS

- 20          A. The jurisdiction shall specify activities and projects which  
21          it will undertake with these funds.
- 22          B. The jurisdiction must conduct appropriate citizen participation  
23          activities.
- 24          C. Approval of activities must be secured in the annual plan,  
25          and approval of projects must be secured in formal grant  
26          applications.
- 27          D. General administrative costs incurred by each participating  
28          jurisdiction shall be paid for out of funds received based on  
29          population or from local funds. Costs incurred in administering  
30          projects shall be included in project costs.
- 31          E. That portion of the monies as provided for in II (F)(1) which  
32          have not been allocated to a viable project within twelve (12)  
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1 months from the beginning of the program year shall be  
2 recaptured for redistribution to incorporated jurisdictions  
3 contingent upon review of projects by the Committee as  
4 provided in IV(B)(6). Review and prioritization will be  
5 based upon the Three Year Plan for Community Development.

6 IV. JOINT POLICY COMMITTEE

7 There shall be established a Joint Policy Committee.

8 A. Composition. The Committee shall be composed of the following  
9 persons or their designee (who shall be specified in writing  
10 by the elected member, and who shall be the same person  
11 consistently from meeting to meeting): The King County  
12 Executive, two King County Councilpersons to be selected by  
13 the Council, and three elected officials of participating  
14 incorporated jurisdictions selected by the Suburban Mayors  
15 Association. Members of the Committee shall serve at the  
16 pleasure of their respective appointing authorities. The  
17 Chairperson of the Committee shall be chosen from among the  
18 members of the Committee by a majority vote of the members  
19 for a term of one year, PROVIDED that a representative of a  
20 suburban city shall be designated as Chairperson at least  
21 once in very two years.

22 B. Powers and Duties. The Committee shall be empowered to:

- 23 1. Review and recommend to the County Council all policy  
24 matters including allocation of funds.
- 25 2. Review Housing and Community Development objectives, plans,  
26 programs, strategies, target areas, and funding levels  
27 for recommendation to the King County Council and other  
28 participating jurisdictions.
- 29 3. Review and recommend program guidelines for project  
30 proposals submitted by participating jurisdictions. These  
31 guidelines shall define Community Development needs to  
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1 be addressed, target areas and populations to be assisted,  
2 and priorities for funding.

- 3 4. Review and approve project proposals for funding under  
4 (~~II(D)(1)-and~~) II(E)(1) and II(F)(1) which are consistent  
5 with the King County Housing and Community Development  
6 Objectives.
- 7 5. Review specific project proposals submitted by participating  
8 jurisdictions for purposes of funding under (~~II(D)(2)-and~~)  
9 II(E)(2) and II(F)(2) and recommend to them and the  
10 County Council their approval, disapproval, or alteration.
- 11 6. Review specific project proposals submitted by participating  
12 jurisdictions for purposes of funding under III(E) and  
13 make recommendations to the jurisdictions and County Council  
14 for approval, disapproval, or modification.

15 (~~6-~~) 7. Review staff suggestions for projects and  
16 programs to be evaluated and recommend projects and  
17 programs for evaluation.

18 (~~7-~~) 8. Be the arbitrator of plan and program disagree-  
19 ments between King County and other participating  
20 jurisdictions.

21 V. DUTIES OF THE KING COUNTY STAFF

22 The King County Staff, hereinafter referred to as "the staff,"  
23 shall fulfill the following duties:

24 A. Responsibilities to the Committee. The staff shall:

- 25 1. Solicit and present to the Committee all applicable  
26 Federal and County policy guidelines, special conditions,  
27 and format requirements related to the preparation of  
28 the Housing Assistance Plan and (~~Community-Development~~  
29 ~~Plans~~) the Three Year Plan for Community Development  
30 and related to administration of the programs under  
31 these plans.

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2. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Housing Assistance and Community Development Plans to be prepared pursuant to this Agreement, including but not limited to: collection and analysis of data; identification of problems, needs and their locations; development of long and short term objectives; consideration of alternative strategies; and preparation of action year program and budgets, except that the initial activity descriptions and budgets proposed for inclusion in the annual plan shall be prepared by agents of the parties to this Agreement.
3. Recommend target areas to be addressed, target populations to be assisted and policies for funding.
4. Prepare and present to the Committee project evaluation reports for selected projects.

B. Responsibilities to Jurisdictions Which Are Parties to This Agreement. The staff shall:

1. Solicit and present all applicable Federal and County policy guidelines, special conditions, and format requirements related to the preparation of the Housing Assistance Plan and ~~((Community-Development-Plan))~~ the Three Year Plan for Community Development and related to program administration.
2. Identify supplemental sources of funding to increase the participating jurisdiction's capability to conduct effective Community Development activities.
3. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Housing Assistance Plan and ~~((Community-Development Plans))~~ the Three Year Plan for Community Development

1 to be prepared pursuant to this Agreement, including  
2 but not limited to collection and analysis of data;  
3 identification of problems, needs and their location;  
4 development of long and short term objectives; consider-  
5 ation of alternative strategies; and preparation of  
6 action year programs and budgets. The initial activity  
7 descriptions and budgets proposed for inclusion in  
8 the annual plan shall be prepared by agents of the  
9 parties to this Agreement.

- 10 4. Prepare and present project evaluation reports for  
11 selected projects.
- 12 5. Present to the King County Council, as appropriate, the  
13 locally adopted annual plan in general, and the included  
14 projects in particular.
- 15 6. Administer the Housing and Community Development Program.

16 VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

17 The jurisdictions participating in this Agreement shall have the  
18 following responsibilities and powers:

- 19 A. Subject to review by the Committee, each participating  
20 jurisdiction shall determine the use of funds allocated to  
21 it based on population in a manner consistent with the Three  
22 Year Plan for Community Development developed cooperatively  
23 by the member jurisdictions, adopted by the Joint Policy  
24 Committee and approved by the King County Council. Disposition  
25 of monies in case of project invalidity or in case of excess  
26 funds remaining after project completion, shall be in  
27 accordance with ~~((H))~~ II(I) above.
- 28 B. The legislative authority of each participating jurisdiction  
29 shall approve or disapprove activities, areas and budgets  
30 submitted by its agents prior to approval by the Committee  
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1 for inclusion in the annual plan. Approval shall be given  
2 by motion or resolution.

3 C. Parties to this Agreement shall submit drafts of project  
4 proposals to the staff for review as to consistency with  
5 objectives and guidelines prior to the presentation of the  
6 proposals to the Committee and to the King County Council,  
7 where appropriate. Each participating jurisdiction shall  
8 fulfill to King County's satisfaction all relevant require-  
9 ments of Federal laws and regulations which apply to  
10 King County as applicant, including assurances and  
11 certifications.

12 VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

13 King County shall have the following responsibilities and powers:

- 14 A. The King County Council shall have authority and responsibility  
15 for all policy matters including plan and project approvals,  
16 after review and recommendation by the Committee.
- 17 B. The King County Executive, as administrator of this Housing  
18 and Community Development Program, shall have authority and  
19 responsibility for all administrative requirements for which  
20 the County is responsible to the Federal Government.
- 21 C. The King County Executive shall have authority and respon-  
22 sibility for all fund control and disbursements.
- 23 D. Notwithstanding any other provision contained in this Agreement,  
24 King County as the applicant for Block Grant Funds has sole  
25 responsibility for and assumes all obligations as the applicant  
26 in the execution of this Community Development Program.  
27 Nothing contained in this Agreement shall be construed as  
28 an abdication of those responsibilities and obligations.
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1 VIII. GENERAL TERMS

- 2 A. Any party to this Agreement shall be permitted to withdraw  
3 from this Agreement at the end of (~~1978, 1979, or 1980~~)  
4 1981, 1982, or 1983 program years upon written notice to  
5 (~~each of the other parties~~) HUD and King County at the  
6 time the Cooperation Agreement is renewed.
- 7 B. It is understood that by signing this Agreement the  
8 jurisdiction shall accept the Housing Assistance Plan and  
9 its "Realistic Annual Goals."
- 10 C. It is recognized that amendment of the provisions of this  
11 Agreement may become necessary, and such amendment shall take  
12 place when both parties have executed a written addendum  
13 to this Agreement.
- 14 D. Population figures as used herein shall refer to "The Official  
15 Population of Cities, Towns and Counties" as published  
16 annually by the State of Washington Office of Program  
17 Planning and Fiscal Management, subject to any later adjust-  
18 ments or correction as to the population of any participant  
19 which is officially recognized by the Office of Program  
20 Planning and Fiscal Management.
- 21 E. Participating jurisdictions shall be considered to be those  
22 jurisdictions which have signed this Agreement.
- 23 F. The duration of this Agreement shall be three program years.
- 24 G. Jurisdictions undertaking activities and/or projects with  
25 these Block Grant funds retain full civil and criminal  
26 liability as though these funds were locally generated.
- 27 H. King County retains environmental review responsibility for  
28 purposes of fulfilling requirements of the National  
29 Environmental Policy Act, under which the County may require  
30 the local incorporated jurisdiction or contractor to furnish  
31 data, information, and assistance for the County's review  
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and assessment in determining whether King County must  
prepare an Environmental Impact Statement.

I. Jurisdictions retain responsibility in fulfilling the  
requirements of the State Environmental Policy Act under  
which the County has review responsibility only.

PARTICIPATING JURISDICTION:

KING COUNTY, WASHINGTON

\_\_\_\_\_  
SIGNATURE OF DESIGNATED OFFICIAL

\_\_\_\_\_  
JOHN D. SPELLMAN  
KING COUNTY EXECUTIVE

\_\_\_\_\_  
OFFICIAL TITLE

Approved as to Form

\_\_\_\_\_  
FOR NORM MALENG  
KING COUNTY PROSECUTING ATTORNEY